

STATE OF WISCONSIN**CIRCUIT COURT****KENOSHA**

Safet Deari vs. Client Services, Inc.

**Electronic Filing
Notice**

Case No. 2021CV000237

Class Code: Money Judgment

FILED

03-19-2021

Clerk of Circuit Court

Kenosha County

2021CV000237

Honorable Anthony

Milisauskas

Branch 4

CLIENT SERVICES, INC.
3451 HARRY S. TRUMAN BLVD
SAINT CHARLES MO 63301

Case number 2021CV000237 was electronically filed with/converted by the Kenosha County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 334807

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 262-653-2664.

Kenosha County Circuit Court
Date: March 19, 2021



FILED
03-19-2021
Clerk of Circuit Court
Kenosha County
2021CV000237
Honorable Anthony
Milisauskas
Branch 4

STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

KENOSHA COUNTY

SAFET DEARI,
3111 Market Lane, Apt. 1109
Kenosha, WI 53144,

Plaintiff,

v.

CLIENT SERVICES INC.,
3451 Harry S. Truman Blvd,
St. Charles, MO 63301,

Defendant.

COMPLAINT

Case No.: _____
Classification Code: 30301

Jury Trial Demanded

Amount claimed is greater than the
amount under Wis. Stat. §
799.01(1)(d).

COMES NOW Plaintiff Safet Deari, by his Attorneys, Ademi LLP, and for a cause of
action, states as follows:

INTRODUCTION

1. This class action seeks redress for collection practices that violate the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (the “FDCPA”) and the Wisconsin Consumer Act, Chs. 421-427, Wis. Stats. (the “WCA”).

JURISDICTION AND VENUE

2. The court has jurisdiction to grant the relief sought by the Plaintiff pursuant to Wis. Stat. § 801.05(3). Defendant’s collection activities were directed at Wisconsin residents in Wisconsin. Venue in Kenosha County is proper because the claim arose in Kenosha County, and Defendant attempted to collect a debt in connection with a consumer transaction that occurred in Kenosha County. Wis. Stat. §§ 801.50; 421.401(1)(a) (“The venue for a claim arising out of a consumer transaction or a consumer credit transaction is the county: ... Where the customer resides”).

PARTIES

3. Plaintiff Safet Deari is an individual who resides in Kenosha County.

4. Plaintiff is a “consumer” as defined in the FDCPA, 15 U.S.C. § 1692a(3), in that Defendant sought to collect from Plaintiff a debt allegedly incurred for personal, family, or household purposes.

5. Plaintiff is also a “customer” as defined in the WCA, Wis. Stat. 421.301(17), in that their alleged debt arose from an agreement, or series of agreements, to defer payment.

6. Defendant Client Services, Inc. (“CSI”) is a foreign business corporation with its principal offices located at 3451 Harry S. Truman Blvd, St. Charles, Missouri 63301.

7. CSI does substantial business in Wisconsin and maintains a registered agent for service of process in Wisconsin at Corporation Service Company, 8040 Excelsior Drive, Suite 400, Madison, Wisconsin 53717.

8. CSI is engaged in the business of a collection agency, using the mails and telephone to collect consumer debts originally owed to others.

9. CSI is engaged in the business of collecting debts owed to others and incurred for personal, family or household purposes.

10. CSI is a debt collector as defined in 15 U.S.C. § 1692a and Wis. Stat. § 427.103(3).

FACTS

11. On or about May 20, 2020, Plaintiff received a debt collection letter from CSI regarding an alleged debt owed to “Citibank, N.A.” A copy of this letter is attached to this complaint as Exhibit A.

12. Upon information and belief, the alleged debt referenced in Exhibit A was incurred by use of a credit card, which was used only for personal, family or household purposes.

13. Upon information and belief, Exhibit A is a form letter, generated by computer, with the information specific to Plaintiff inserted by computer, used by Defendant to attempt to collect alleged debts.

14. Exhibit A includes the following representation:

CURRENT CREDITOR: Citibank, N.A.
ACCOUNT NUMBER: XXXXXXXXXXXX6708
ACCOUNT BALANCE: \$6,601.74
MINIMUM PAYMENT DUE: \$1,027.74

15. Exhibit A further states:

As of the date of this letter, the account balance is \$6,601.74. If on the date you make a payment, the account balance is greater because of interest or other charges, our office will honor the above settlement offer if received in our office by the above due date.

16. Exhibit A is confusing to the unsophisticated consumer. It is unclear whether CSI is collecting the entire \$6,601.74 associated with the "ACCOUNT BALANCE" or just the \$1,027.74 associated with the "MINIMUM PAYMENT DUE."

17. It is not unusual for banks to hire a debt collector to collect only the "past due" amount, i.e. missed payments and fees, of a credit card balance rather than the whole balance. The Seventh Circuit held in *Barnes v. Advanced Call Ctr. Techs., LLC*, 493 F.3d 838, 840 (7th Cir. 2007), that "only the past due amount, the amount owed [to the debt collector], can be the 'amount of the debt' under § 809(a)(1)." Whichever number Defendant is truly collecting, it need only state that amount in the letter.

18. The different amounts on Exhibit A render Exhibit A confusing to the unsophisticated consumer, who would not be able to determine, or would be confused as to, which amount CSI was actually attempting to collect.

19. Plaintiff was confused and misled by Exhibit A.

20. The unsophisticated consumer would be confused and misled by Exhibit A.

21. Plaintiff had to spend time and money investigating Exhibit A and the possible consequences of responding to Exhibit A.

The FDCPA

22. Congress has described the FDCPA as regulating “abusive practices” in debt collection. 15 U.S.C. §§ 1692(a) – 1692(e). Any person who receives a debt collection letter containing a violation of the FDCPA is a victim of abusive practices. *See* 15 U.S.C. §§ 1692(e) (“It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses”).

23. The Seventh Circuit has held that whether a debt collector’s conduct violates the FDCPA should be judged from the standpoint of an “unsophisticated consumer.” *Avila v. Rubin*, 84 F.3d 222, 227 (7th Cir. 1996); *Gammon v. GC Services, LP*, 27 F.3d 1254, 1257 (7th Cir. 1994). The standard is an objective one—whether the plaintiffs or any class members were misled is not an element of a cause of action. *Bartlett v. Heibl*, 128 F.3d 497, 499 (7th Cir. 1997). “The question is not whether these plaintiffs were deceived or misled, but rather whether an unsophisticated consumer would have been misled.” *Beattie v. D.M. Collections Inc.*, 754 F. Supp. 383, 392 (D. Del. 1991).

24. Because it is part of the Consumer Credit Protection Act, 15 U.S.C. §§ 1601 *et seq.*, the FDCPA should be liberally construed in favor of the consumer to effectuate its purposes. *Cirkot v. Diversified Fin. Services, Inc.*, 839 F. Supp. 941, 944 (D. Conn. 1993).

25. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

26. 15 U.S.C. § 1692e(2)(a) specifically prohibits the misrepresentation of “the character, amount, or legal status” of an alleged debt.”

27. 15 U.S.C. § 1692e(10) specifically prohibits the “use of any false representation or deceptive means to collect or attempt to collect any debt.”

28. 15 U.S.C. § 1692g(a) provides:

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

- (1) the amount of the debt;
- (2) the name of the creditor to whom the debt is owed;

29. To satisfy § 1692g(a)(2), a debt collector must state the name of the creditor in a non-confusing manner:

Section 1692g(a) requires debt collectors to disclose specific information, including the name of the current creditor, in certain written notices they send to consumers. If a letter fails to disclose the required information clearly, it violates the Act, without further proof of confusion.

Janetos v. Fulton Friedman & Gullace, LLP, 825 F.3d 317, 319 (7th Cir. 2016).

The WCA

30. Recognizing existing laws did not protect consumers in a manner consistent with the continuation of a realistic credit economy, the Wisconsin legislature enacted the Wisconsin Consumer Act to protect consumers against unfair, deceptive, and unconscionable business practices, and to encourage development of fair and economically sound practices in consumer transactions. Wis. Stat. § 421.102(2); Thomas D. Crandall, “The Wisconsin Consumer Act: Wisconsin Consumer Credit Laws Before and After,” 1973 Wis. L. Rev. 334, 334-35 (1973).

31. To carry out this intent, the WCA provides Wisconsin consumers with an array of protections and legal remedies, and instructs that these protections must be “liberally construed and applied” in order “to induce compliance with the WCA and thereby promote its underlying objectives.” Wis. Stat. §§ 421.102(1), 425.301; *First Wisconsin Nat’l Bank v. Nicolaou*, 113 Wis. 2d 524, 533, 335 N.W.2d 390 (1983).

32. In addition to specifically regulating certain kinds of conduct, such as the amounts and types of additional fees that may be charged to consumers in consumer credit transactions, the WCA broadly provides that the rights and protections it affords are inalienable, prohibits unconscionable conduct, and imposes an obligation of good faith in the performance and enforcement of all consumer transactions. Wis. Stat. §§ 421.106(1), 421.108, 425.107. The Wisconsin Supreme Court has favorably cited authority finding that the WCA “goes further to protect consumer interests than any other such legislation in the country,” and is “probably the most sweeping consumer credit legislation yet enacted in any state.” *Kett v. Community Credit Plan, Inc.*, 228 Wis. 2d 1, 18 n.15, 596 N.W.2d 786 (1999) (citations omitted).

33. To further the objectives underlying the WCA, the Wisconsin legislature has empowered the Wisconsin Department of Financial Institutions and the Wisconsin Department of Justice to bring actions against any person who violates the WCA, and has further provided Wisconsin consumers with an array of protections and legal remedies, including a private cause of action to temporarily or permanently enjoin conduct that violates the WCA or the federal consumer credit protection act and recover classwide statutory, actual, and punitive damages on behalf of all consumers who suffer similar injuries. Where a consumer seeks injunctive or declaratory relief, the WCA provides that “it shall not be a defense to an action brought under

this section that there exists an adequate remedy at law.” *See* Wis. Stats. §§ 421.102(1), 425.301, 425.401, 426.109(1), 426.110(1); 426.110(4)(e), 426.301.

34. The private cause of action is essential to deterring violations and furthering the the WCA’s underlying objectives:

The provisions of the WCA for private enforcement through the use of civil legal remedies by the individual consumer are some of the most important sections of the Act. The function of private enforcement is both to secure the rights of the individual and simultaneously to assist public authorities in achieving compliance for the ultimate benefit of all consumers.

Thomas D. Crandall, “Wisconsin Consumer Credit Laws Before and After the Consumer Act,” 1973 Wis. L. Rev. 334, 376-77.

35. Thus, private actions under the WCA benefit not only consumers whose rights have been violated and competitors of the violators, whose competitive advantage should not be diminished because of their compliance with the law, but also the public authorities and the public generally, who would otherwise be burdened with the costs of using public resources to achieve compliance.

36. Wis. Stat. § 421.108 requires that every consumer transaction under the WCA “imposes an obligation of good faith in its performance or enforcement,” including “honesty in fact in the conduct or transaction concerned and the observance of reasonable commercial standards of fair dealing.”

37. Wis. Stat. § 427.104(1)(g) states that a debt collector may not: “Communicate with the customer ... in such a manner as can reasonably be expected to threaten or harass the customer.”

38. Wis. Stat. § 427.104(1)(h) states that a debt collector may not: “Engage in other conduct which can reasonably be expected to threaten or harass the customer”

39. Wis. Stat. § 427.104(1)(j) states that a debt collector may not: “Claim, or attempt or threaten to enforce a right with knowledge or reason to know that the right does not exist.”

COUNT I – FDCPA

40. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

41. By listing both “ACCOUNT BALANCE” as well as a “MINIMUM PAYMENT DUE,” without specifying which amount CSI is demanding, Exhibit A includes representations which are false, deceptive, and misleading as to the amount, character, and legal status of Plaintiff’s alleged debt.

42. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(a), and 1692e(10).

COUNT II - WCA

43. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

44. By listing both “ACCOUNT BALANCE” as well as a “MINIMUM PAYMENT DUE,” without specifying which amount CSI is demanding, Exhibit A could be expected to be threatening and harassing to Plaintiff and seeks to collect an amount in excess of the amount permitted by law.

45. Defendant thereby violated Wis. Stat. §§ 427.104(1)(g), 427.104(1)(h), and 427.104(1)(j).

CLASS ALLEGATIONS

46. Plaintiff brings this action on behalf of a class consisting of: (a) all natural persons in the state of Wisconsin, (b) to whom CSI mailed a collection letter in the form of Exhibit A to

the Complaint in this Action, (c) from March 19, 2020 through the present, and (d) not returned by the postal service.

47. The class is so numerous that joinder is impracticable.

48. Upon information and belief, there are more than 50 members of the class.

49. There are questions of law and fact common to the class members, which common questions predominate over any questions that affect only individual class members.

50. Plaintiff's claims are typical of the claims of the class members. All are based on the same factual and legal theories.

51. Plaintiff will fairly and adequately represent the interests of the class members. Plaintiff has retained counsel experienced in consumer credit and debt collection abuse cases.

52. A class action is superior to other alternative methods of adjudicating this dispute. Individual cases are not economically feasible.

JURY DEMAND

53. Plaintiff hereby demands a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that the Court enter judgment in favor of Plaintiff and the class and against Defendant for:

- (a) actual damages;
- (b) statutory damages;
- (c) injunctive relief;
- (d) attorneys' fees, litigation expenses and costs of suit; and
- (e) such other or further relief as the Court deems proper.

Dated: March 19, 2021

ADEMI LLP

By: Electronically signed by Mark A. Eldridge

John D. Blythin (SBN 1046105)

Mark A. Eldridge (SBN 1089944)

Jesse Fruchter (SBN 1097673)

Ben J. Slatky (SBN 1106892)

3620 East Layton Avenue

Cudahy, WI 53110

(414) 482-8000

(414) 482-8001 (fax)

jblythin@ademilaw.com

meldridge@ademilaw.com

jfruchter@ademilaw.com

bslatky@ademilaw.com



**3451 Harry S Truman Blvd.
Saint Charles, MO 63301-4047**

CURRENT CREDITOR: Citibank, N.A.
ACCOUNT NUMBER: XXXXXXXXXXXXX6708
ACCOUNT BALANCE: \$8,601.74
MINIMUM PAYMENT DUE: \$1,027.74
REFERENCE NUMBER: 31554024

FILED
Office Hours (Central Time)
Monday-Thursday: 8am-8pm
Friday: 8am-5pm
Saturday: 9am-12pm
Sunday: Closed
2021 CV 000237
Honorable Anthony
Milisauskas
Branch 4
DATE: 5/20/2020

SETTLEMENT OFFER

We are offering you a settlement amount of \$3,962.00, to settle this Sears Mastercard® account for less than the account balance. This offer is valid until 6/9/2020. If payment of the offered settlement amount is not received in our office by this date, this offer will be withdrawn and will be deemed null and void. We are not obligated to renew this offer.





As of the date of this letter, the account balance is \$6,601.74. If on the date you make a payment, the account balance is greater because of interest or other charges, our office will honor the above settlement offer if received in our office by the above due date.

We look forward to working with you in resolving this matter.

Michael Crafts

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FOR IMPORTANT RIGHTS AND PRIVILEGES WHICH MIGHT APPLY TO YOUR STATE OF RESIDENCE,
PLEASE SEE BELOW OR REVERSE SIDE (IF FAXED THEN FOLLOWING PAGE).

	Send your payment in the enclosed envelope using the remittance coupon below.		Online: www.csiconsumercenter.com
	Pay-by-Phone: 1-877-552-5905		Contact our office at 877-288-0504 for payment options, which may be available to you.

PO Box 1503
Saint Peters, MO 63376

REFERENCE NUMBER	0024
AMOUNT ENCLOSED	



Checks Payable To:
Citibank, N.A.

REMIT TO:

CLIENT SERVICES, INC.
PO BOX 1503
SAINT PETERS MO 63376



CALIFORNIA

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8:00 a.m. or after 9:00 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov. Non profit credit counseling services may be available in the area.

COLORADO

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COAG.GOV/CAR. A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt. The address and telephone number for Client Services, Inc.'s local Colorado office is: The Executive Club Building, Attn: Stokes & Wolf, P.C. as agent for Client Services, Inc., 1776 S. Jackson St., Suite 900 Denver, CO 80210 (Phone: 720-287-8650)

KANSAS

An investigative consumer report, which includes information as to your character, general reputation, personal characteristics and mode of living, has been requested. You have the right to request additional information, which includes the nature and scope of the investigation.

MASSACHUSETTS

NOTICE OF IMPORTANT RIGHTS: You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the debt collector.

MINNESOTA

This collection agency is licensed by the Minnesota Department of Commerce.

NEW YORK

In accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., debt collectors are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to: the use or threat of violence, the use of obscene or profane language, and repeated phone calls made with the intent to annoy, abuse, or harass. If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: supplemental security income (SSI), social security, public assistance (welfare), spousal support including maintenance (alimony) or child support, unemployment benefits, disability benefits, workers' compensation benefits, public or private pensions, veterans' benefits, federal student loans, federal student grants, federal work study funds, and ninety percent of your wages or salary earned in the last sixty days.

NEW YORK CITY

New York City Department of Consumer Affairs License Number: 2076846, 2076850, 2076851

NORTH CAROLINA

3451 Harry S Truman Blvd. Saint Charles, MO 63301-4047; Permit Number: 113653

Do not send payments or correspondence to the below branch locations:

14425 College Blvd. Ste. 170 Lenexa, KS 66215; Permit Number: 113652

Eurocenter Diursa, Bldg 1, 2nd Floor, Barreal de Heredia, Frente a Ceneda, Heredia, Costa Rica; Permit Number: 113662

TENNESSEE

This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

STATE OF WISCONSIN

CIRCUIT COURT

KENOSHA COUNTY

For Official Use

Safet Deari
Plaintiff(s)CONFERENCE ORDER
AND NOTICE OF
SCHEDULING
CONFERENCE

vs.

FILED**MAR 19 2021**Client Services, Inc.
Defendant(s)Case No. 2021CV 000237
Judge Anthony MilisauskasREBECCA MATOSKA-MENTINK
CLERK OF CIRCUIT COURT**This case is scheduled for: Scheduling Conference pursuant to Sec. 802.10(3) Stats.****DATE: Thursday, July 22nd, 2021****TIME: 10:30 AM****COURT OFFICIAL: Anthony Milisauskas****LOCATION: Room: 117 Kenosha County Courthouse
912 56th Street, Kenosha, WI 53140****THE COURT ORDERS:**

1. The plaintiff shall serve this notice upon all defendants to this action and provide proof of service to the court. Any party in this case who causes another party to be joined shall serve this notice upon the joined party and provide proof of service to the court.

2. All plaintiffs and defendants named in this case shall appear either in person OR by attorney of record; unless otherwise authorized by the court.

3. Any party who fails to comply with this order may have the court enter an order pursuant to Sec. 805.03 and 804.12, Stats. which may include a finding of contempt of court and entry of a default judgment against the offending party.

4. If you intend to challenge the allegations by the plaintiff in the complaint, you must file a written Answer within the number of days specified on the summons. If you do not file such an Answer you do not have to appear at the above date and time.

Dated : **March 19, 2021**☒ **JUDGE ANTHONY MILISAUSKAS**
Circuit Court Judge, Branch 4

Updated 7/30/14

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FILED
04-29-2021
Clerk of Circuit Court
Kenosha County
2021CV000237

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY

SAFET DEARI,

Plaintiff,

v.

Case No. 2021CV237

CLIENT SERVICES INC.,

Defendant.

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Kevin M. Fetherston of von Briesen & Roper, s.c. hereby appears as counsel on behalf of defendant, Client Services Inc., and demands that copies of all papers and pleadings subsequent to this Notice, as well as notice of all proceedings herein, be served at his offices at the address listed below.

Dated this 29th day of April, 2021.

von BRIESEN & ROPER, s.c.
Attorneys for Defendant,
Client Services Inc.

By: Electronically signed by Kevin M. Fetherston
Kevin M. Fetherston, SBN 1084716

P.O. ADDRESS:

411 E. Wisconsin Avenue, Suite 1000
Milwaukee, WI 53202
(414) 221-6635 Phone
(414) 249-2623 Fax
kfetherston@vonbriesen.com

36318525_1

Place an "X" in the appropriate box (required): ☐ Green Bay Division ☒ Milwaukee Division

DEFENDANTS

Client Services Inc.

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)
Terry E. Johnson, von Briesen & Roper, s.c.
411 E. Wisconsin Avenue, Milwaukee, WI 53202
(414) 221-6605

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|--|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated <i>or</i> Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated <i>and</i> Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

[Click here for: Nature of Suit Code Descriptions.](#)

CONTRACT		TORTS		FORFEITURE/PENALTY		BANKRUPTCY		OTHER STATUTES	
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016	<input type="checkbox"/> 375 False Claims Act			
<input type="checkbox"/> 120 Marine			<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157		<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))			
<input type="checkbox"/> 130 Miller Act						<input type="checkbox"/> 400 State Reapportionment			
<input type="checkbox"/> 140 Negotiable Instrument						<input type="checkbox"/> 410 Antitrust			
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment						<input type="checkbox"/> 430 Banks and Banking			
<input type="checkbox"/> 151 Medicare Act						<input type="checkbox"/> 450 Commerce			
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)						<input type="checkbox"/> 460 Deportation			
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits						<input type="checkbox"/> 470 Racketeering Influenced and Corrupt Organizations			
<input type="checkbox"/> 160 Stockholders' Suits						<input checked="" type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692)			
<input type="checkbox"/> 190 Other Contract						<input type="checkbox"/> 485 Telephone Consumer Protection Act			
<input type="checkbox"/> 195 Contract Product Liability				<input type="checkbox"/> 490 Cable/Sat TV					
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 850 Securities/Commodities/Exchange					
				<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 890 Other Statutory Actions				
				<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 891 Agricultural Acts				
				<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 893 Environmental Matters				
				<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 895 Freedom of Information Act				
				<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 896 Arbitration				
					<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision			
					<input type="checkbox"/> 871 IRS Third Party 26 USC 7609	<input type="checkbox"/> 950 Constitutionality of State Statutes			

☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

Cite the U.S. Civil Statute under which you are filing (*Do not cite jurisdictional statutes unless diversity*).
15 U.S.C. § 1692 Fair Debt Collection Practices Act

Brief description of cause: Consumer claims that debt collection letters violated the Federal Debt Collection Practices Act and Wisconsin Consumer Act.

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

(See instructions):

JUDGE

DOCKET NUMBER

SIGNATURE OF ATTORNEY OF RECORD
s/ Terry E. Johnson

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE